



**OFFICE OF THE ATTORNEY GENERAL
STATE OF FLORIDA
DEPARTMENT OF LEGAL AFFAIRS**

IN THE MATTER OF:

AG Case No.: L16-3-1038

**Debt Relief Pros, Inc. d/b/a Student
Debt Relief and Christopher Wordell,**

Respondents.

ASSURANCE OF VOLUNTARY COMPLIANCE

1. Pursuant to the provisions of Chapter 501, Part II of the Florida Statutes, Florida's Deceptive and Unfair Trade Practices Act ("FDUTPA"), the OFFICE OF THE ATTORNEY GENERAL, STATE OF FLORIDA, DEPARTMENT OF LEGAL AFFAIRS (hereinafter referred to as the "Attorney General"), caused an investigation to be made into certain acts and practices of Debt Relief Pros, Inc. d/b/a Student Debt Relief, an active State of Florida For-Profit Corporation. Through the Attorney General's investigation, the Attorney General identified Christopher Wordell, an individual, (collectively hereinafter, "Respondents").

2. Respondent, Debt Relief Pros, Inc. d/b/a Student Debt Relief ("Debt Relief Pros"), is an active State of Florida For-Profit Corporation, with its principal place of business registered as 2240 Woolbright Road, Suite 204, Boynton Beach, Palm Beach County, Florida 33426.

3. Respondent, Christopher Wordell ("Wordell"), is an individual residing at 2408 Congressional Way, Deerfield Beach, Broward County, Florida 33442, and is the President and sole officer of Debt Relief Pros.

I. SCOPE OF AGREEMENT AND RELEASES

4. Respondents are prepared to enter into this Assurance of Voluntary Compliance (hereafter referred to as the "AVC") without an admission or finding that Respondents violated FDUTPA or any other law and solely for the purpose of resolution of this matter with the Attorney General. This AVC shall not be used as evidence in any administrative, judicial, private party, or enforcement proceeding, other than to enforce its terms as contemplated herein.

5. The Attorney General has investigated Respondents' business practices pursuant to the provisions of Section 501.204, Florida Statutes, which prohibits unconscionable acts or practices and unfair or deceptive acts or practices in the conduct of any trade or commerce.

6. Pursuant to Section 501.207(6), Florida Statutes, the Attorney General agrees to accept this AVC in termination of its investigation as to Respondents solely as to the acts and practices that were the subject of the investigation.

7. This AVC does not constitute an approval by the Attorney General of any of Respondents' business practices. Respondents shall not represent, directly, indirectly, or in any way whatsoever, that the Attorney General has sanctioned, condoned, or approved any part or aspect of Respondents' business practices.

8. This AVC is the final, complete, and exclusive statement of the parties' agreement on the matters contained in this AVC, and it supersedes all previous negotiations and agreements. Other than any representation expressly stated in this AVC, the parties have not made any representations or warranties to each other, and neither party's decision to enter into this AVC is based upon any statements by the other party outside of those in this AVC.

9. This Agreement shall be governed by the laws of the State of Florida.

10. The obligations imposed under this AVC are continuing in nature and shall apply to, and be binding upon, Respondents whether acting through their principals, officers, owners, managers, members, directors, shareholders, representatives, employees, agents, independent contractors, successors, and assigns, or acting through any limited liability company, corporation, or other business entity whose acts, practices, or policies are directed, formulated, or controlled by Respondents.

II. STIPULATED DEFINITIONS AND FACTS

11. "Consumer" means an individual; child, by and through its parent or legal guardian; business; firm; association; joint venture; partnership; estate; trust; business trust; syndicate; fiduciary; corporation; any commercial entity, however denominated; or any other group or combination.

12. The Attorney General and Respondents hereby agree and stipulate to the following:

a. During the time frame beginning at least January, 2013 through October, 2015, Respondents engaged in the business of providing student loan debt relief services to consumers in Florida and elsewhere.

b. Respondents owned and operated the website: <https://about.me/studentdebtrelief>, and were responsible for the advertisements, offers, representations, and promotions on the websites.

c. The Attorney General has investigated allegations that Respondents: 1) charged an advance fee to provide services to individuals burdened with large student loan debt, which are otherwise available to consumers for free via the Federal Direct Loan Program; 2) misrepresented to consumers their relationship with the Department of Education and the BBB; 3) misrepresented to consumers their ability to lower consumers'

monthly student loan debt payments; 4) failed to provide the promised student loan debt reduction services for which consumers paid; and 5) failed to honor consumers' valid cancellation and refund requests.

13. This AVC is based upon the stipulated facts set forth herein. The Attorney General shall not be estopped from taking further action in this matter should the facts described herein be shown to be incorrect in any material way or should this AVC not be complied with in full by Respondents. The parties agree that this AVC has been entered into based on the truthfulness of the information provided by Respondents.

III. INJUNCTIVE TERMS

14. Respondents represent and warrant that they have voluntarily ceased providing student loan debt relief services to consumers in the State of Florida and elsewhere.

15. Respondents agree and stipulate that they will permanently refrain from and are hereby barred, directly as well as indirectly through officers, directors, owners, representatives, agents, employees, successors, assigns, independent contractors or any other person or entity who acts under, by, through, or on behalf of Respondents, from:

a. violating the provisions of FDUTPA by making false or misleading representations to consumers in the conduct of any trade or commerce;

b. engaging in and/or participating in any business activity or operations within the State of Florida or involving Florida businesses or residents that relates in any manner to student loan debt relief services;

c. representing and/or soliciting through advertisement and/or written or oral communication, either directly or indirectly, that they offer, provide or otherwise render student loan debt relief services; and

d. soliciting, accepting, receiving or otherwise obtaining payment from consumers for student loan debt relief services.

IV. EQUITABLE RELIEF

16. Respondents shall pay consumer restitution in the amount of Seven Thousand Dollars and Zero Cents (\$7,000.00) (“Restitution Amount”). The Restitution Amount shall be made by wire transfer, cashier’s check, or other certified funds payable to the **Department of Legal Affairs Escrow Fund**, or if already paid to each consumer, by sending proof to the Attorney General of such payments.

17. The payment shall be submitted simultaneous with the submission of Respondents’ partially executed copy of this AVC and directed to the attention of Assistant Attorney General Carol E. A. DeGraffenreidt, Office of Attorney General, Consumer Protection Division, Waterview Building, 1515 North Flagler Drive, Suite 900, West Palm Beach, Florida 33401.

18. The Attorney General shall thereafter allocate and distribute the funds for consumer restitution and for payment of reasonable attorney’s fees and costs of its investigation as the Attorney General determines is reasonable in its sole business judgment. However, no individual consumer will receive more than the amount they are actually owed. If any restitution monies remain after the distribution of the Restitution Amount, the Attorney General will deposit the remaining monies into the Department of Legal Affairs Revolving Trust Fund and they shall be used to defray the costs of restitution distribution and any attorney’s fees and costs incurred in enforcing this AVC, or as fees and costs associated with ongoing and future enforcement initiatives pursuant to FDUTPA.

V. ATTORNEY'S FEES AND COSTS

19. Respondents shall pay Five Thousand Dollars and Zero Cents (\$5,000.00) to the Attorney General pursuant to Section 501.2105, Florida Statutes, in payment of attorney's fees, costs, and investigative fees regarding this investigation and future investigative fees and costs. All payments shall be made by wire transfer, cashier's check, or other certified funds payable to the **Department of Legal Affairs Revolving Trust Fund**.

20. The payment shall be submitted simultaneous with the submission of Respondents' partially executed copy of this AVC and directed to the attention of Assistant Attorney General Carol E. A. DeGraffenreidt, Office of Attorney General, Consumer Protection Division, Waterview Building, 1515 North Flagler Drive, Suite 900, West Palm Beach, Florida 33401.

VI. CIVIL PENALTIES

21. Subject to Respondents' full, complete and timely compliance with the terms of this AVC, the Attorney General is suspending, pursuant to this settlement and in consideration of the Respondents' performance hereunder, the civil penalties that would otherwise be due for the acts and practices at issue under Sections 501.2075 or 501.2077, Florida Statutes, of up to \$15,000 per violation in consideration of the parties' entry into this AVC. The total civil penalty liability that would otherwise be due, but for Respondents' full and complete compliance with this AVC, is stipulated to be at least \$300,000.00.

VII. CLOSURE OF INVESTIGATION

22. Respondents enter into this Assurance of Voluntary Compliance ("AVC") with the Attorney General without admission of wrongdoing and for the purpose of resolving this matter only. Pursuant to Section 501.207(6), Florida Statutes, the Attorney General accepts this AVC in termination of its investigation.

VIII. FUTURE VIOLATIONS

23. It is hereby agreed by the parties that any failure to comply with the terms and conditions of this AVC by Respondents is by statute *prima facie* evidence of a violation of FDUTPA, and will subject Respondents to any and all civil penalties and sanctions authorized by law, including attorney's fees and costs. In the event that a court of competent jurisdiction makes a determination that a violation of any condition of this AVC has occurred, then Respondents shall be liable for a consent judgment against Respondents in the amount of Five Hundred Thousand Dollars (\$500,000.00) in civil penalties, as well as attorney's fees and costs incurred in enforcing this AVC and any other legal or equitable relief as the court may determine appropriate.

IX. COMPLIANCE

24. For a period of two (2) years from the effective date of this AVC, for the purpose of further determining compliance with this AVC, Respondents shall permit representatives of the Attorney General, upon written request to Respondents and their counsel, access during normal business hours to any office, warehouse, retail location, or facility storing documents, of Respondents. In providing such access, Respondents shall permit representatives of the Attorney General to inspect and copy all documents relevant to any matter contained in this AVC, and to interview or depose the officers, directors, and employees, including all personnel involved in responding to consumer complaints or inquiries, and all sales personnel, whether designated as employees, consultants, independent contractors or otherwise, concerning matters relating to compliance with the terms of this AVC. The person interviewed or deposed may have counsel present. Nothing in this AVC limits the Attorney General's lawful use of its compulsory process, pursuant to Section 501.206, Florida Statutes, to obtain any documentary, material, tangible things, testimony, or information relevant to unfair or deceptive acts or practices (within the meaning of

Section 501.203-501.204, Florida Statutes), or other means available under Florida law, including, but not limited to, posing through its representatives as consumers or suppliers without the necessity of identification.

25. Respondents shall preserve and retain all relevant business and financial records relating to the acts and practices at issue in this AVC and other information reasonably sufficient to establish compliance with the provisions of this AVC for two (2) years from the date of this AVC, and shall provide reasonable access to such documents and information to the Attorney General upon request.

26. For a period of two (2) years from the date of this Agreement, Respondents shall notify the Attorney General at least thirty (30) days prior to creating, operating, or exercising any control over any business entity or organization in Florida, whether newly formed or previously inactive, including any partnership, limited partnership, joint venture, sole proprietorship, corporation or unincorporated entity. Said notification shall include a written statement disclosing: (1) the name, address and telephone number of the business entity; (2) the names of the business entity's officers, directors, principals, managers, and employees; and (3) a detailed description of the business entity's intended activities.

27. Future complaints received by the Attorney General may be forwarded to Respondents to the attention of Respondent, Christopher Wordell. For all complaints forwarded to Respondents from the Attorney General, Respondents shall provide a written response to the Attorney General within fifteen (15) days detailing the nature of the complaint, Respondents' response to the complaint, and any actions taken by Respondents to cure and/or resolve the complaint. Any actions taken by the Attorney General with regard to future complaints shall not

be construed as a waiver of the Attorney General's remedies under this AVC or approval of Respondents' actions and/or resolution of such complaints.

28. Respondents shall not affect any change in the form of doing business or the organizational identity of any of the existing business entities or create any new business entities as a method of avoiding the obligations and terms and conditions set forth in this AVC.

29. Respondents shall make the terms and conditions of this AVC known to any managers, members, officers, owners, directors, employees, agents, independent contractors, successors and assigns or anyone else acting for or on behalf of Respondents.

X. CUSTOMER RECORDS

30. Any personal or financial information of consumers in the custody, control, or possession of Respondents shall be securely stored in such a manner as to reasonably protect against inadvertent disclosure of consumer information. Respondents, including any managers, members, officers, owners, directors, employees, agents, independent contractors, successors, and assigns, shall not, directly or indirectly, market, sell, share, or otherwise disclose the name, contact information, or financial information of any consumer in the care, custody, or control of Respondents.

XI. EFFECTIVE DATE

31. The Effective Date of this AVC shall be the date of its execution and delivery by the Attorney General (the "Effective Date"). Acceptance by the Attorney General shall be established by the signature of the Division Director. The receipt by the Attorney General of any monies pursuant to the AVC does not constitute acceptance by the Attorney General, and any monies received shall be returned to Respondent if this AVC is not accepted and fully executed by the Attorney General.

XII. MISCELLANEOUS

32. It is further agreed that facsimile copies of signatures and notary seals may be accepted as original for the purposes of establishing the existence of this agreement, and this AVC may be executed in counterparts the compilation of which shall constitute the full and final agreement.

33. Notice to any of the parties to this AVC as may be required shall made by certified mail and email at the addresses set forth below unless any party notifies the other parties in writing of another address to which notices should be provided.

To Respondents:

Attorney Robby H. Birnbaum
Greenspoon Marder, P.A.
Trade Centre South, Suite 700
100 W. Cypress Creek Road
Fort Lauderdale, Florida 33309-2140

To the Attorney General:

Carol E. A. DeGraffenreidt, Assistant Attorney General
Consumer Protection Division
Office of the Attorney General
Waterview Building
1515 North Flagler Drive, Suite 900
West Palm Beach, Florida 33401

34. Nothing in this AVC is to be construed as a waiver of any private rights of any person or release of any private rights, causes of action, or remedies of any person against Respondents or any other person or entity.

35. It is a condition of each of the Department's obligations under this AVC that the Respondents have fully and timely performed all of Respondents' obligations previously due under this AVC.

36. It is further agreed that the parties jointly participated in the negotiation of the terms of this AVC. No provision of this AVC shall be construed for or against any party on the grounds that one party had more control over establishing the terms of this AVC than another.

37. Respondents expressly acknowledge that they had the opportunity to obtain the advice and counsel of an independent attorney of their choosing to assist in the negotiation and preparation of this AVC. Respondents have read this Agreement, are aware of its terms, have voluntarily executed it, and acknowledge that to the extent they have waived any rights or defenses by entry into this AVC, such waiver was made voluntarily and with full knowledge of the ramifications of such waiver.

38. If any term of this AVC is to any extent unenforceable, invalid, or illegal, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

39. By my signature, I hereby affirm that I have authority to execute this AVC on behalf of the party indicated and, to the extent I am acting in a representative capacity, I am acting within the scope of my authority as corporate representative, and that by my signature I am binding the party/parties indicated to the terms and conditions of this AVC.

SIGNATURES ON FOLLOWING PAGES

DEBT RELIEF PROS, INC. A/K/A STUDENT DEBT RELIEF

Agreed to:

By: *Ch Wordell*
Christopher Wordell, President

STATE OF ^{MA}FLORIDA)
COUNTY OF ^{Broward}BROWARD)

BEFORE ME, an officer duly authorized to take acknowledgments in the State of ^{MA}Florida, Christopher Wordell personally appeared as President of Debt Relief Pros, Inc. d/b/a Student Debt Relief. He acknowledged before me that he executed the foregoing instrument for the purposes therein stated on the 5th day of October, 2017.

Subscribed to before me this 5th day of October, 2017.

Anthony Felton
NOTARY PUBLIC



Anthony Felton
(print, type, or stamp commissioned Notary Public)

Personally known _____ or Produced Identification X (check one)

Type of Identification Produced: Drivers License

CHRISTOPHER WORDELL, INDIVIDUALLY

Agreed to:

By: *CP Wordell*
Christopher Wordell, Individually

STATE OF ^{MA}FLORIDA)
COUNTY OF ^{for. stel}BROWARD)

BEFORE ME, an officer duly authorized to take acknowledgments in the State of ^{MA}Florida, Christopher Wordell personally appeared. He acknowledged before me that he executed the foregoing instrument for the purposes therein stated on the ___ day of _____, 2017.

Subscribed to before me this 5th day of October, 2017.

[Signature]
NOTARY PUBLIC

Anthony Felton
(print, type, or stamp commissioned Notary Public)



Personally known ___ or Produced Identification X (check one)

Type of Identification Produced: Drivers License

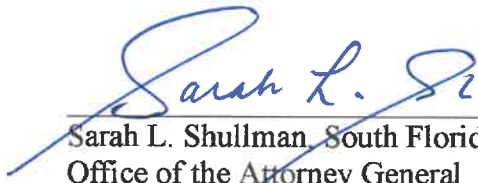
OFFICE OF THE ATTORNEY GENERAL

By: 

Carol E. A. DeGraffenreid
Assistant Attorney General
Office of the Attorney General
State of Florida
Department of Legal Affairs
Consumer Protection Division
Waterview Building
1515 N. Flagler Drive, Suite 900
West Palm Beach, FL 33401

Dated: October 9, 2017

Accepted this 9th day of October, 2017



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